

Except for Good Samaritan acts, we do not offer assistance or indemnity with matters arising from practising in the USA, Australia, Canada, Bermuda, Israel, Hong Kong, Nigeria or Zimbabwe or for matters over which courts of those countries are responsible.

If you are going to work overseas for longer than one month, and we have advised you that we cannot offer assistance or indemnity for your overseas work, you may be able to place your membership on hold for the period that you are away.

Going to work in the UK?

If you are going to work in the UK, please call our membership team beforehand. You may need to pay a different subscription depending on how long you are going for and the type of work you will be doing.

- If you are a paying Irish member and you move to work in the UK, you can keep your MDU membership, as long as you are registered with the GMC to practise in the UK. Ireland-based members who carry out some work in the UK may also be entitled to ask for our assistance for work in the UK.

Your membership

Your subscription

The MDU is a not-for-profit mutual company, owned by our members.

Under claims made membership, each member pays an individual annual subscription for membership and in doing so gains the right to request MDU assistance if problems arise from clinical care provided you were in active membership at the time of the specific incident and remain in active membership when you requested assistance, a claim was first made against you, or the specific incident was notified by you (or you had been granted and paid for extended reporting rights if you had left or retired).

All subscription income is used to provide benefits of membership and meet the running costs of the company.

Over the years we have developed sophisticated actuarial, underwriting and clinical risk management capabilities enabling us to have an increasingly comprehensive and detailed understanding of the risk resulting from the clinical practice of each individual member.

As a reflection of the dynamic nature of medical practice and the claims environment, our calculation of risk is constantly evolving. This can result in subscription changes either up or down to reflect our assessment of the risk within each member's practice from year to year.

If you are a GP, consultant with private practice or dentist in general practice, your individual subscription is based on the amount and type of work you undertake as well as additional factors reflecting your career experience and work environment.

It is important that you keep your membership details up to date. This is easy to do online at themdu.com. By registering on our site you will gain personal login details and a password so you can view and change your contact or work details whenever you want.

These additional factors can include:

- past claims or potential claims
- complaints and other professional difficulties (whether involving the MDU or not)
- the length of your MDU membership
- factors relating to your place of work and your professional responsibilities.

It is important therefore that the information you give us about your past and current practice is complete, accurate and up to date. Failing to keep us informed of the type and amount of work you do, or changes to your practice, could affect your access to the benefits of MDU membership.

If there is any change in your circumstances or a change in your professional or personal situation which could possibly have a material bearing on your professional practice, or on your MDU membership, you must tell us immediately.

Refunds

Your subscription pays for one year's membership. If you want to cancel your membership early, we do not offer refunds unless there are special circumstances such as sickness, retirement or family leave, and we don't refund amounts of €10 or less.

Customer service excellence

Our membership team is just a free phone call away. You can reach us between 8am and 6pm, Monday to Friday (except bank holidays). We can help you with any membership questions you may have.

We are proud that our team has been accredited under the prestigious Customer Service Excellence programme and provide high levels of service.

Complaints

As part of our commitment to customer service excellence, we take complaints seriously and do our best to deal with them quickly and fairly. If you have a complaint, please contact: Head of Operations, MDU Services Limited, One Canada Square, London E14 5GS or visit themdu.com/complaints

Data protection

How we manage your data

We understand the importance of storing your data securely and telling you how we will use your data in a transparent and clear way. Whether providing a subscription quote, sending you cautionary tales or our medico-legal journal or defending a claim on your behalf our aim is to make sure that the personal details you provide to us are secure and processed as explained in our privacy policy. Read our full policy at themdu.com/privacy

Protecting patient information

Many members, including general practitioners and consultants working in private practice, will continue to be considered data controllers under Data Protection Legislation and are therefore required to inform patients about how they will use the data they hold about them. You should therefore inform your patients – in practice leaflets, privacy notices and complaints procedures etc. – that, should a patient make a complaint or claim, you may need to provide information about the patient, and treatment they have received, to insurers, indemnifiers or legal advisers.

Sending information to our advisory team

When seeking medico-legal advice from the MDU, **please do not send us any information about patients that is not directly relevant to your enquiry** and necessary for us to advise or assist you. If you do need to send information about patients **you should remove any details that could identify the patient(s)** concerned (other than their initials and date of birth which we need to check for conflicts or duplicates), unless we have specifically requested original unedited documents.

Providing our advisory team with documents that contain unnecessary personal data about patient(s) may delay our ability to respond quickly as we may need to remove identifying details from incoming correspondence before passing it on to an adviser.

Sending information to our claims or legal teams

Generally, documents sent to our claims handling or legal teams should be sent securely in their original form with no information removed.

Continuing your membership

About three weeks before the end of your membership year, you will receive an invitation to renew your MDU membership. We ask you to respond to us before your renewal date. However, we do allow 28 days grace beyond the renewal date to allow you to pay. As long as you can confirm that no new incident has happened since the renewal date, which may give rise to a claim, we will honour the renewal terms.

If you pay by Direct Debit, all you need to do is check the renewal information and tell us immediately if there are any changes.

If you do not pay by Direct Debit and you do not respond to the invitation to renew, we will cancel your membership from the renewal date. We will send you written confirmation of this. If you then want to reinstate your membership, you can do this within 28 days of your renewal date at our discretion.

Taking a career break

You might wish to take a career break, for example for maternity or other family purposes. In order for you to continue to be able to request assistance after you have started your break, you will need to keep your membership in place, including renewing it if you pass your renewal date. You will need to continue to pay a subscription, which is likely to be lower than the subscription you would have paid if you had continued working.

Please tell the membership team in advance of starting your break and when you return to work.

Reporting claims after you leave the MDU, retire or become disabled and unable to work

The benefits of membership for members working in the Republic of Ireland are provided on a claims made basis.

This means that when you leave the MDU for any reason, retire or cease practice you will need to apply for extended reporting rights and pay an additional subscription (known as a

“closing payment”) for the continuing right to request the benefits of membership (e.g. seeking assistance with a claim) in relation to new matters arising from incidents post-dating your 2015-16 renewal.

Applications for extended reporting rights must be made during a period of active membership. In the event of your death, your

personal representatives may apply to make a closing payment to allow them to continue to receive benefits. Personal representatives have 30 days to apply for extended reporting benefits after probate has been granted. The granting of extended reporting rights in relation to a period of claims made membership rests at the discretion of the MDU

Board of Management in accordance with the Memorandum & Articles of Association.

You or your personal representatives should have no expectation that MDU assistance will be afforded beyond an aggregate of €10million for matters notified over a 10 year period after you leave MDU membership, retire permanently or die.

You or your personal representatives should not have an expectation that the extended reporting period will be extended beyond 10 years after

leaving the MDU unless you have been granted and paid for a further extension.

You or your personal representatives should also not have an expectation the MDU would indemnify you beyond an aggregate of €10 million during the extended reporting period in respect of any claim against more than one member which arises from the same incident or same set of circumstances.

If you die during the 10 year extended benefit period, your personal representatives should not have an expectation

that any extended benefits offered to them will extend beyond the original 10 years from the start of your extended reporting period, unless they have been granted and paid for a further extension.

You will **not** have to pay an additional subscription or closing payment for the continuing right to request the benefits of membership in relation to new matters arising from events during a period of membership that pre-dated 2015-16 renewal.

IMPORTANT

If you wish to leave or retire from the MDU you should apply for extended reporting rights before your period of claims made membership expires. You should contact the membership team at least a month in advance for an application form, to give you time to submit it before your existing membership period ends.

This booklet is a broad guide to the products and services provided by MDU Services Limited (MDUSL) and the Medical Defence Union Limited (the MDU). We always aim to offer attractive benefits as part of membership. As a result, we may add, withdraw or change benefits. Visit themdu.com for the latest information of the benefits included in membership.

It is the policy of the MDU that all members and those applying for membership should be afforded equal treatment irrespective of race, gender, age, sexual orientation, disability, religion or belief.

How to contact us

Membership

t 1800 509 132

e membership@themdu.com

Advisory

t 1800 535 935

e advisory@themdu.com

Your feedback

Give us your feedback about the MDU

themdu.com/feedback

Website

themdu.com



Corporate member of
Plain English Campaign
Committed to clearer communication

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MDU Services Limited (MDUSL) is authorised and regulated by the Financial Conduct Authority for insurance mediation and consumer credit activities only. MDUSL is an agent for The Medical Defence Union Limited (MDU). MDU is not an insurance company. The benefits of MDU membership are all discretionary and are subject to the Memorandum and Articles of Association.

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